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CONTRACTUAL DISPUTED ISSUES MATRIX
AT&T-SWBT INTERCONNECTION AGREEMENT - ARKANSAS
COLLOCATION ISSUES

Issue:	Attachment and Sections	AT&T Reason why language should be included or excluded	AT&T Language	SWBT Reason why language should be included or excluded	SWBT Language
		proposed language therefore requires SWBT to size newly constructed points of entry to the Eligible Structure to accommodate AT&T's use of those entrance points. This language is consistent with Section 51.323(f)(3) of the FCC Regulations and is not unreasonable. Consequently, AT&T's proposed language should be adopted, and SWBT's proposed language should be rejected.	<u>using the number of cables to be placed in the entry point by each of the two parties in the first twelve (12) months thereafter.</u>		
32a. Should this Appendix address technical requirements for provision of the following items related to the Collocated Space? a. intraoffice facilities.	Attachment 13: Appendix Collocation, Section 9.1	AT&T acknowledges that this precise issue has not yet been expressly presented to the Commission for resolution. AT&T contends, however, that this implementation issue has been arbitrated by implication. This contention is detailed in the portion of this matrix which discusses Section 2.5 of the Collocation matrix. AT&T's proposed language in this section sets forth terms and conditions that govern various technical requirements regarding SWBT's provision and AT&T's use of the Collocated Space. These provisions are needed to ensure that the networks are compatible so that interconnection works and customers can continue to receive reliable high-quality service. Specifically, AT&T's proposed language is necessary so that AT&T may use a variety of signal levels and therefore provide better service to its end user customers. Neither of these requirements would impose an unreasonable burden upon SWBT, and AT&T's proposed language should therefore be included.	9.1 SWBT will provide Intraoffice facilities (e.g., DSO, DS1, DS3, OC3, OC12, OC48, and STS-1 terminations as well as optical, coaxial or twisted-pair interconnected cabling), as requested by AT&T to meet AT&T's need for placement of equipment, interconnection, or provision of service. At AT&T's request, SWBT will provide synchronous timing to AT&T equipment to maintain compatibility with SWBT office equipment.	SWBT objects to AT&T's proposed language because it is inappropriate to make contractual commitments concerning negotiated services addressed in other appendices. Since the requested services or elements AT&T requests are not "facilities" for which SWBT must provide collocation. These services should be addressed in the appropriate appendix or tariff.	SWBT opposes the inclusion of AT&T's language.
32b. access to	Attachment 13:	AT&T acknowledges that this precise	9.2 Other than reasonable	SWBT objects to the inclusion of	SWBT opposes the inclusion of

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collocated space.	Appendix Collocation, Section 9.2, similar issue in Section 10.3	<p>Issue has not yet been expressly presented to the Commission for resolution. AT&T contends, however, that this implementation issue has been arbitrated by Implication. This contention is detailed in the portion of this matrix which discusses Section 2.5 of the Collocation matrix. AT&T's proposed language would require SWBT to allow AT&T to access the Collocated Space twenty-four hours per day, seven days per week. SWBT's alternative language (from Section 10.3 of this Appendix) would allow AT&T to access the collocated space only at "reasonable times." SWBT's position is unreasonable for a number of reasons. First, parity favors AT&T's access to the Collocated Space twenty-four hours per day, seven days per week, because SWBT may access its own equipment during those times. Second, AT&T may require access to its Collocated Space outside of reasonable business hours. AT&T will require access to the Collocated Space to repair its equipment, should that equipment fail at night or on the weekends, to avoid unnecessary disruption of service to AT&T's customers. AT&T's proposed language is not unreasonable and should therefore be included.</p> <p>The remainder of AT&T's proposed language would require that SWBT's security restrictions on AT&T be no more restrictive than those that SWBT places on its own employees. While the FCC regulations allow SWBT to impose "reasonable</p>	<p><u>security restrictions, SWBT will place no restriction on access to the AT&T Collocated Space by AT&T's employees and designated agents. Such space will be available to AT&T employees and designated agents twenty-four (24) hours per day each day of the week. In no case will any security restrictions at the Eligible Structure be more restrictive than those that SWBT places on its own personnel.</u></p>	<p>AT&T's proposed language. Section 51.323(i) of the FCC's rules permits SWBT to require reasonable security arrangements to separate a collocating telecommunications carrier's space from its own facilities, and those of other collocators. SWBT owns or leases the Eligible Structure and must inspect and maintain the building and facilities and administer the collocated LSPs there. Those activities necessitate access by SWBT personnel to the entire Eligible Structure, including collocated space. Personnel of AT&T and of other collocators do not require, and for preservation of security and fair competition, must not have access to the entire Eligible Structure. Therefore, the Commission must strike the language proposed by AT&T.</p>	AT&T's language.

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		security arrangements to separate a collocating telecommunications carrier's space from the Incumbent LEC's facilities," FCC Regs § 51.323(i), they do not allow SWBT to impose security arrangements on AT&T employees that it is not willing to impose on its own employees. The requirement that SWBT's security arrangements be applied to both SWBT and AT&T employees would encourage SWBT to design security arrangements that are fair but not overly oppressive. AT&T's proposed language should therefore be included.			
32c. equipment standards	Attachment 13: Appendix Collocation, Section 9.3	<p>AT&T acknowledges that this precise issue has not yet been expressly presented to the Commission for resolution. AT&T contends, however, that this implementation issue has been arbitrated by implication. This contention is detailed in the portion of this matrix which discusses Section 2.5 of the Collocation matrix. AT&T's proposed language requires that AT&T's collocated equipment be "used and useful," as is required by Section 579 of the FCC Order. SWBT's opposition to this language, on the ground that AT&T's collocated equipment be "indispensable," has already been rejected by the FCC. AT&T's proposed language should therefore be included.</p> <p>In addition to "equipment for enhanced services," SWBT's proposed language would prohibit AT&T from placing "equipment for information services" in the Collocated Space. While Section</p>	9.3 Subject to the other provisions hereof, AT&T may collocate the amount and type of telecommunications equipment necessary in its Collocated Space for access to SWBT's unbundled network elements and for interconnection to SWBT and, subject to section 10.6 hereof, other collocators. All AT&T equipment placed in the Collocated Space will conform to the equipment standards set forth in section 11.1, <u>be used and useful</u> and be operated in a manner not inconsistent with SWBT's network. Except as provided herein or as otherwise agreed in writing by the Parties, equipment for enhanced services or other services not under the control of the State Commission may not be placed in Collocated Space. Where space permits and for the purposes set forth in this section 9.3, SWBT shall allow AT&T to locate remote switching module equipment (RSMs) or similar equipment (e.g., Lucent EXM, Nortel	Section 251(c)(6) of the Act required collocation equipment "necessary" for interconnection or access to UNES. Contrary to AT&T's proposed language, the FCC held that the Act does not require SWBT or other BOCS to allow collocation of switching equipment. The Act cannot reasonably be read to require physical or virtual collocation of switching equipment and AT&T's language must be rejected or it would constitute an unlawful taking of SWBT's property.	SWBT opposes the inclusion of AT&T's language.

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		581 of the FCC Order clearly prohibits "collocation of equipment necessary to provide enhanced services," it makes no mention of Information services, and it is therefore inappropriate to exclude such equipment. Moreover, SWBT's proposed language does not clearly define which services are or are not "Information services." Such ambiguity could allow SWBT to exclude services that otherwise would be permitted by the FCC. The remainder of SWBT's proposed language would prohibit AT&T from collocating RSMs on a virtual collocation basis. Such language exceeds the scope of the Commission Order and should therefore be excluded.	RSC-C) in the Collocated Space if the Collocated Space is within a SWBT central office. Except as provided herein, SWBT will place no restriction or limitation on AT&T as to the use or functionality of that equipment. No power-generating or external power-storage equipment, but in no event lead acid batteries, shall be placed in the Collocated Space. The point of termination (POT) bay will be located inside the caged area, equipped and cabled as requested by AT&T to minimize cable additions on an ongoing basis.		
32d. access to water supply and toilet facilities.	Attachment 13: Appendix Collocation, Section 9.6	AT&T acknowledges that this precise issue has not yet been expressly presented to the Commission for resolution. AT&T contends, however, that this implementation issue has been arbitrated by implication. This contention is detailed in the portion of this matrix which discusses Section 2.5 of the Collocation matrix. AT&T's proposed language in this section would require SWBT to provide access to eyewash stations, shower stations, bathrooms, or drinking water on a twenty-four hour per day, seven day per week basis. Such requirements are necessary for the safety and comfort of AT&T's employees and are not unreasonable. Indeed, for SWBT to refuse access would be unreasonable and would impermissibly discriminate against	9.6 Where security will permit (mechanical or via escort) and where available, SWBT will provide access to bathrooms and drinking water within the Eligible Structure on a twenty-four (24) hour per day, seven (7) day per week basis for employees and designated agents of AT&T. Whenever economically feasible, SWBT will design Collocated Space to allow for such access on a twenty-four (24) hour per day, seven (7) day per week basis.	SWBT opposes the inclusion of AT&T's language. SWBT is willing to accommodate AT&T to some when possible. The fact remains that SWBT's central office buildings were not designed with collocation in mind. However, when security considerations permit, SWBT will provide access to bathrooms; however, SWBT personnel will not escort AT&T personnel to the bathroom. SWBT will permit AT&T to provide its own eyewash station in, and bring its own bottled water to, Collocated Space. In many cases, however, SWBT may have to restrict AT&T personnel to the Collocated Space.	SWBT opposes the inclusion of AT&T's language.

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		AT&T, as SWBT provides such facilities for its own employees at its own Eligible Structures. AT&T's proposed language should therefore be included.			
32e environmental, health and safety concerns	Attachment 13: Appendix Collocation, Section 9.9	AT&T acknowledges that this precise issue has not yet been expressly presented to the Commission for resolution. AT&T contends, however, that this implementation issue has been arbitrated by implication. This contention is detailed in the portion of this matrix which discusses Section 2.5 of the Collocation matrix. AT&T's proposed language in this section would require SWBT to complete an environmental, health, and safety questionnaire for each Eligible Structure in which AT&T applies for Collocated Space. AT&T requires this questionnaire, so that it may insure the safety of its workers in SWBT's structures, and so that AT&T may make an informed decision whether to collocate in those structures. AT&T also requires this information for insurance purposes. The completion of the requested questionnaire would impose no great burden upon SWBT, and SWBT would be compensated for any such burden through the engineering design charge paid by AT&T pursuant to Section 3.1 of this Appendix.	<u>9.9 SWBT will complete an AT&T Environmental, Health, & Safety Questionnaire for each Eligible Structure in which AT&T applies for Collocated Space. AT&T may provide this questionnaire with its collocation application, in which case SWBT will complete that questionnaire and return it to AT&T within fourteen (14) days.</u>	SWBT will comply with all applicable federal and state laws regarding environmental, health and safety issues. SWBT expects all collocators similarly to comply with such laws. The Questionnaire AT&T suggests using appears to be a unique internal AT&T requirement before it leases space. No other collocators appear to use this unique Questionnaire. Therefore, the Commission must strike AT&T's proposed language.	SWBT opposes the inclusion of AT&T's language.
33. What terms and conditions govern AT&T's list of collocated equipment?	Attachment 13: Appendix Collocation, Section 10.2	AT&T acknowledges that this precise issue has not yet been expressly presented to the Commission for resolution. AT&T contends, however, that this implementation issue has been arbitrated by implication. This contention is	10.2 AT&T will list all of its equipment and facilities that will be placed within the Collocated Space, with the associated power requirements, floor loading, and heat release of each piece on the "Physical Collocation Application	The list of collocated equipment is critical to SWBT for several reasons. First, SWBT must ensure that AT&T is using the Collocated Space for its intended purpose of interconnection and access to UNEs. Second, SWBT must take into account collocator	

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		detailed in the portion of this matrix which discusses Section 2.5 of the Collocation matrix. SWBT's proposed language would render <i>any</i> mistake or inaccuracy in <i>any</i> list of collocated equipment a material breach of this Appendix, consequently triggering the series of harsh events that SWBT has proposed in case of material breach by AT&T (including repossession of <i>all</i> AT&T Collocated Spaces and the rejection of <i>all</i> AT&T applications for Collocated Spaces.) "Any" mistake would include instances in which AT&T <i>overstated</i> the power requirement, floor loading or heat release of equipment. Such an error should not be classified as a material breach when SWBT would not be harmed by such error. Given the substantial hardships imposed on AT&T and its end user customers upon the establishment of a material breach, the items considered to be a material breach of this Appendix should be very limited in number. AT&T submits that any mistake or inaccuracy in <i>any</i> list of collocated equipment would be minimal enough in comparison to the overall breadth of this Appendix that it should not be classified as a material breach. Accordingly, SWBT's proposed language should be excluded.	Form." AT&T warrants that this list is complete and accurate. AT&T shall not place or leave any equipment or facilities within the Collocated Space beyond those listed on the Physical Collocation Application Form without the express written consent of SWBT, as specified in section 10.2.1 below.	demand as it renovates existing facilities and constructs or leases new facilities. Third, SWBT must know the size, weight, thermal capacity, power requirements and other technical attributes of the equipment to ensure the collocation space is properly designed. Therefore, the Commission must insert SWBT's proposed addition to Paragraph 10.2 of this Appendix.	
34. When must SWBT consent to AT&T's collocation of new equipment?	Attachment 13: Appendix Collocation, Section 10.2.1	AT&T acknowledges that this precise issue has not yet been expressly presented to the Commission for resolution. AT&T contends, however, that this implementation issue has been arbitrated by implication. This contention is detailed in the portion of this matrix	10.2.1 In the event that, subsequent to the submission of the Physical Collocation Application Form, AT&T desires to place in the Collocated Space any equipment or facilities not listed on the Physical Collocation Application Form, AT&T shall furnish to SWBT a written list and	If AT&T's proposal is inserted, then anytime SWBT decides that money must be spent to upgrade facilities to accommodate AT&T's additional requests, a dispute could arise over its "necessity". Under the FCC's rules, SWBT has broad discretion regarding how it designs and	SWBT objects to the inclusion of the AT&T language " <u>necessary and</u> ".

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		which discusses Section 2.5 of the Collocation matrix. This section requires AT&T to seek SWBT's consent before AT&T may place new equipment in a Collocated Space, after AT&T's submission of the physical collocation design form to SWBT. This section then allows SWBT to condition its consent on AT&T's payment of additional charges. AT&T's proposed language would require that such charges be "necessary," requiring that they compensate SWBT for additional costs that SWBT has incurred. SWBT's proposed language would permit SWBT to impose any charge on AT&T whether or not such charges would be required. AT&T's language is more reasonable than SWBT's language, and it should therefore be included.	description of the equipment or facilities substantially in the same form. SWBT may provide such written consent or may condition any such consent on necessary and additional charges arising from the subsequent request, including any engineering design charges and any additional requirements such as power and environmental requirements for such listed and described equipment and/or facilities. SWBT will not unreasonably withhold consent under this Section 10.2.1.	upgrades the Eligible Structure. As SWBT has argued in other places in this Appendix, AT&T must not be granted virtual veto power over SWBT's management of its own property. AT&T's additional language should be rejected.	
35. When should AT&T be permitted to access the Collocated Space?	Attachment 13: Appendix Collocation, Section 10.3	AT&T acknowledges that this precise issue has not yet been expressly presented to the Commission for resolution. AT&T contends, however, that this Implementation issue has been arbitrated by implication. This contention is detailed in the portion of this matrix which discusses Section 2.5 of the Collocation matrix. SWBT's proposed language would allow AT&T to access the Collocated Space only at "reasonable times." This language should be excluded for the reasons stated the portion of this matrix which addresses Section 9.2.	AT&T opposes the inclusion of SWBT's proposed language.	SWBT wants to qualify the access requirement so that AT&T is afforded access to its Collocated Space only at "reasonable" times. SWBT does not have, and is not required to have, the staff to provide access at all collocated facilities 24 hours a day, 7 days a week. SWBT will try to accommodate AT&T's requirements to access its space and will make reasonable efforts to provide Collocated Space where direct access is available, subject to the first-come, first-served requirements. All of SWBT central offices are not manned on a 24 hour basis, and the provision AT&T proposes would require that SWBT employee such a staff which in turn leads to increased costs for AT&T and other collocators. Therefore, the Commission must add	10.3 AT&T may use the Collocated Space for placement of equipment and facilities only. AT&T's employees, agents and contractors shall be permitted access to the Collocated Space at all reasonable times, provided that AT&T's employees, agents and contractors comply with SWBT's policies and practices pertaining to fire, safety and security. AT&T agrees to comply promptly with all laws, ordinances and regulations affecting the use of the Collocated Space. Upon AT&T's termination of the use of the Collocated Space, AT&T shall surrender the Collocated Space to SWBT, in the same condition as when first occupied by AT&T, ordinary wear and tear excepted.

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				the word "reasonable" to the second sentence of Paragraph 10.3 as proposed by SWBT.	
36. What remedies does SWBT have should AT&T's collocated equipment impair service?	Attachment 13: Appendix Collocation, Section 10.5	AT&T acknowledges that this precise issue has not yet been expressly presented to the Commission for resolution. AT&T contends, however, that this implementation issue has been arbitrated by implication. This contention is detailed in the portion of this matrix which discusses Section 2.5 of the Collocation matrix. SWBT's proposed language would render any impairment from any equipment or facilities a material breach of this Appendix, consequently triggering the series of harsh events that SWBT has proposed in case of material breach by AT&T (including repossession of <i>all</i> AT&T Collocated Spaces and the rejection of <i>all</i> AT&T applications for Collocated Spaces.) Given the substantial hardships imposed on AT&T and its end user customers upon the establishment of a material breach, the items considered to be a material breach of this Appendix should be very limited in number. AT&T submits that any impairment from any equipment or facilities is minimal enough in comparison to the overall breadth of this Appendix that it should not be classified as a material breach. Accordingly, SWBT's proposed language should be excluded.	10.5 Notwithstanding any other provision hereof, the characteristics and methods of operation of any equipment or facilities placed in Collocated Space shall not interfere with or impair service over any facilities of SWBT or the facilities of any other person or entity located in the Eligible Structure; create hazards for or cause damage to those facilities or to the Eligible Structure; impair the privacy of any communications carried in, from, or through the Eligible Structure; or create hazards or cause physical harm to any individual or the public.	SWBT proposes modifying this Paragraph 10.5 to specify what constitutes a material breach of the Agreement. SWBT should not be required to continue providing Collocated Space if AT&T misuses the Collocated Space and harms telecommunications networks, other collocators or consumers. The language proposed by SWBT is a commercially reasonable mechanism required to facilitate its authorized enforcement of safety and security considerations. Therefore, the Commission must insert SWBT's proposed language.	10.5 Notwithstanding any other provision hereof, the characteristics and methods of operation of any equipment or facilities placed in Collocated Space shall not interfere with or impair service over any facilities of SWBT or the facilities of any other person or entity located in the Eligible Structure; create hazards for or cause damage to those facilities or to the Eligible Structure; impair the privacy of any communications carried in, from, or through the Eligible Structure; or create hazards or cause physical harm to any individual or the public. Any of the foregoing events in this section 10.5 would be a material breach of the particular physical collocation arrangement.
37. When should AT&T be permitted to interconnect with other collocators?	Attachment 13: Appendix Collocation, Section 10.6.1	AT&T acknowledges that this precise issue has not yet been expressly presented to the Commission for resolution. AT&T contends, however, that this implementation	10.6.1 Upon AT&T's written request and as soon as practicable, SWBT will provide the connection between collocation arrangements on a time and materials basis whenever AT&T	SWBT proposes to modify the first sentence to limit its duty to provide the connection between collocators in the Eligible Structure to "physical" collocation. The FCC, in its	10.6.1 Upon AT&T's written request and as soon as practicable, SWBT will provide the connection between physical collocation arrangements on a time and materials basis

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		<p>issue has been arbitrated by implication. This contention is detailed in the portion of this matrix which discusses Section 2.5 of the Collocation matrix.</p> <p>SWBT's proposed language would limit collocation between interconnectors to two physical collocators at the same Eligible Structure. This proposed language simply conflicts with the plain language of the FCC Order, which permits the interconnection of "collocated equipment ... within the same LEC premises." FCC Order ¶594. If the FCC intended to limit this interconnection to "physically collocated equipment," it could have provided so unambiguously. SWBT's convoluted reading of the FCC Order cannot be squared with the plain language of paragraph 594. SWBT's proposed language should therefore be excluded.</p>	<p>and another collocator cannot for technical reasons provide the connection for themselves by passing the facility through the cage wall(s). SWBT will provide nothing more than the labor and physical structure(s) necessary for the collocator(s) to pull facilities provided by one collocator from its cage to the cage of another collocator. If the collocators are not located on the same floor and cannot physically pull the cable themselves through the SWBT provided structure(s), SWBT will perform the cable pull on an time and materials basis. At no time will the collocators be allowed access to any portion of the central office other than the collocation area. SWBT will not make the physical connection within the collocator's cage, SWBT will not accept any liability for the cable or the connections, and SWBT will not maintain any records concerning these connections.</p>	<p>Interconnection Order at Paragraph 595, and in Section 51.323(h)(2) of its rules, specifically states that SWBT is not required to allow placement of connecting transmission facilities owned by competitors within SWBT's premises anywhere outside of the actual physical collocation space. The FCC's clear intent is that SWBT is required to connect collocators only when their collocation space is contiguous. Virtual collocation would entail connecting collocators in SWBT's space (outside of the two collocators' respective cages) on connecting transmission facilities owned by SWBT. Again, it was not the FCC's intent to require SWBT to provide this virtual collocation connection. Therefore, the Commission must insert SWBT's proposed addition to Paragraph 10.6.1 of this Appendix.</p>	<p>whenever AT&T and another collocator cannot for technical reasons provide the connection for themselves by passing the facility through the cage wall(s). SWBT will provide nothing more than the labor and physical structure(s) necessary for the collocator(s) to pull facilities provided by one collocator from its cage to the cage of another collocator. If the collocators are not located on the same floor and cannot physically pull the cable themselves through the SWBT provided structure(s), SWBT will perform the cable pull on an time and materials basis. At no time will the collocators be allowed access to any portion of the central office other than the collocation area. SWBT will not make the physical connection within the collocator's cage, SWBT will not accept any liability for the cable or the connections, and SWBT will not maintain any records concerning these connections.</p>
38. May AT&T subcontract its interconnection with other collocators?	Attachment 13: Appendix Collocation, Section 10.6.2	<p>AT&T acknowledges that this precise issue has not yet been expressly presented to the Commission for resolution. AT&T contends, however, that this Implementation issue has been arbitrated by implication. This contention is detailed in the portion of this matrix which discusses Section 2.5 of the Collocation matrix.</p> <p>AT&T's proposed language would allow it to subcontract AT&T's interconnection with another collocator using contractors approved</p>	<p><u>10.6.2 Alternatively, AT&T may subcontract the interconnection of AT&T's network to that of another collocator with contractors approved by SWBT. SWBT's approval of contractors will be based on the same criteria that it uses in approving contractors for its own purposes, which approval will not be unreasonably withheld. AT&T will be responsible for the cost of its own contractors.</u></p>	<p>The FCC's Interconnection Order permits AT&T to use SWBT approved subcontractors for physical collocation, however this requirement does not extend to collocation arrangements outside AT&T's cage. Allowing AT&T's subcontractors to perform the work of interconnecting its equipment with that of another collocator within the Eligible Structure would defeat the purpose of having the cage and security measures. Therefore, the Commission must strike the language proposed by AT&T. SWBT objects to the inclusion</p>	<p>SWBT opposes the inclusion of AT&T's language.</p>

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		by SWBT. SWBT's opposition to this language is unreasonable. SWBT claims that paragraph 595 of the FCC Order prohibits AT&T's subcontractors from performing work in areas of the Eligible Structure outside of the Collocated Space. Yet SWBT misapplies that provision of the FCC Order, which provides only that AT&T may not locate equipment in areas of the Eligible Structure outside of the Collocated Space. That paragraph of the FCC Order says nothing about interconnection work done by SWBT-approved subcontractors. Accordingly, AT&T's proposed language should therefore be included.		of AT&T's proposed language.	
39. May AT&T object to the current contents of SWBT's technical publications.	Attachment 13: Appendix Collocation, Section 11.2	AT&T acknowledges that this precise issue has not yet been expressly presented to the Commission for resolution. AT&T contends, however, that this implementation issue has been arbitrated by implication. This contention is detailed in the portion of this matrix which discusses Section 2.5 of the Collocation matrix. Section 11.1 of this Appendix requires AT&T to comply with many "technical publications" that have been authored by SWBT without any input from AT&T. There are a number of provisions within this technical publication to which AT&T objects; for all of these objected-to provisions to be specifically addressed by language in this Collocation Appendix would require this Collocation Appendix to be at least three times its current size. To require AT&T to comply with those provisions without allowing AT&T an opportunity to object to them would	<u>11.2 Within one-hundred and eighty (180) days of the effective date of the Interconnection Agreement, AT&T may object in writing to any of the provisions in SWBT's "Interconnector's Technical Publication for Physical Collocation," "Technical Publication 76300, Installation Guide," or SWBT's Emergency Operating Procedures, providing therewith an explanation for each such objection. At AT&T's discretion, AT&T may pursue such objections informally with SWBT, may pursue them with the State Commission, or may invoke the applicable dispute resolution provisions of this Appendix.</u>	SWBT objects to the inclusion of AT&T's proposed language. If AT&T objects to the Technical Publication for Physical Collocation and if these objections result in changes to established procedures for collocators, it may cause costly and unnecessary administrative and operating inefficiencies for all other LSPs and for SWBT alike. In the past, SWBT typically has revised the Technical Publication for Physical Collocation to clarify collocator requirements and to make valuable enhancements in its collocation terms. In fact, the majority of changes to the Technical Publication for Physical Collocation have incorporated requests from collocators, but without the costs and delays that can result from arbitration and formal Commission action.	SWBT opposes the inclusion of AT&T's language.

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AT&T-SWBT INTERCONNECTION AGREEMENT - ARKANSAS
COLLOCATION ISSUES

Issue:	Attachment and Sections	AT&T Reason why language should be Included or excluded	AT&T Language	SWBT Reason why language should be Included or excluded	SWBT Language
		allow SWBT unilaterally to define the legal contours of SWBT's collocation relationship with AT&T. AT&T's proposed language would allow AT&T to object to the provisions in SWBT's current technical publications within one hundred and eighty (180) days of the effective date of this Interconnection Agreement and provides for a method of resolving those objections expeditiously. AT&T's language is more than reasonable and should therefore be included.			
40. When may SWBT be permitted to revise its technical publications?	Attachment 13: Appendix Collocation, Section 11.3	AT&T acknowledges that this precise issue has not yet been expressly presented to the Commission for resolution. AT&T contends, however, that this implementation issue has been arbitrated by implication. This contention is detailed in the portion of this matrix which discusses Section 2.5 of the Collocation matrix. AT&T's proposed language would allow AT&T to object to future revisions to SWBT's technical publications and would allow AT&T to pursue such objections informally with SWBT, with the Commission, or under the dispute resolution provisions of the Interconnection Agreement. Because SWBT's technical publications will control all aspects of AT&T's relationship with SWBT with respect to collocation that are not addressed by this Appendix, AT&T has a considerable interest in the content of those technical publications. For SWBT alone to possess the right to amend those technical publications, without possibility of objection by AT&T is unreasonable, and would grant SWBT the unfettered discretion	11.3 Any revision to SWBT's Technical Publication for Physical Collocation, its Technical Publication 76300, or its Emergency Operating Procedures shall become effective and thereafter applicable under this Appendix thirty (30) days after such revision is released by SWBT, <u>except for those specific revisions to which AT&T objects within thirty (30) days of receipt, providing therewith an explanation for each such objection. The parties shall pursue such objections informally with each other, and thereafter either party may pursue them with the State Commission, or may invoke the applicable dispute resolution provisions of this Appendix. Notwithstanding the foregoing,</u> any revision made to address situations potentially harmful to SWBT's network or the network of others, the Eligible Structure, or the Collocated Space, or to comply with statutory and/or regulatory requirements shall become effective immediately. SWBT will immediately	See SWBT position on Issue 39. Also, as a matter of policy and sound business practice, SWBT must "maintain operating efficiency." SWBT must be able to address immediately matters that could harm its own network and its collocators' networks. Therefore, the Commission should strike AT&T's proposed Paragraph 11.2. The Commission also should strike AT&T's proposed addition to Paragraph 11.3 and insert SWBT's proposed revision to Paragraph 11.3.	Any revision to SWBT's Technical Publication for Physical Collocation, its Technical Publication 76300, or its Emergency Operating Procedures shall become effective and thereafter applicable under this Appendix thirty (30) days after such revision is released by SWBT, provided, however, that any revision made to address situations potentially harmful to SWBT's network, the Eligible Structure, or the Collocated Space, or to comply with statutory and/or regulatory requirements shall become effective immediately. SWBT will immediately notify AT&T of any such.

Key: **Bold & underline represents language proposed by AT&T and opposed by SWBT.**

Bold represents language proposed by SWBT and opposed by AT&T.

PART C
CONTRACTUAL DISPUTED ISSUES MATRIX
AT&T-SWBT INTERCONNECTION AGREEMENT - ARKANSAS
COLLOCATION ISSUES

Issue:	Attachment and Sections	AT&T Reason why language should be included or excluded:	AT&T Language	SWBT Reason why language should be included or excluded	SWBT Language
		to alter the Parties' relationship at will. These changes could affect AT&T's provision of service to its end-user customers. AT&T's proposed language is reasonable, because it provides for oversight over these technical publications. AT&T's proposed language should therefore be adopted.	notify AT&T of any such revisions, and AT&T may object to those revisions in the manner and with the effect specified in this section 11.3.		
41. May AT&T extend its own cable through the cable vault to the Collocated Space?	Attachment 13: Appendix Collocation, Section 12.3	<p>AT&T acknowledges that this precise issue has not yet been expressly presented to the Commission for resolution. AT&T contends, however, that this implementation issue has been arbitrated by implication. This contention is detailed in the portion of this matrix which discusses Section 2.5 of the Collocation matrix. AT&T's proposed language would permit AT&T or AT&T's proposed contractors to install and remove AT&T's facilities in SWBT's central office entrance conduits, ducts, or rights of way. SWBT's proposed language would require that SWBT perform such work. SWBT's proposed language is unreasonable, because the Pole Attachment Act and the FCC Order grant AT&T access to any conduits under the ownership and control of SWBT, whether those conduits are within public or private property, see 47 U.S.C. § 224(f)(1); FCC Order ¶¶ 1178-1181, inclusive of SWBT's central office entrance conduits, ducts, and rights of way.</p> <p>The remainder of AT&T's language would empower AT&T or AT&T's proposed contractors to extend AT&T-provided cable beyond the central</p>	<p>12.3 AT&T is responsible for bringing the transmission media permitted by section 8.1 to the points of entry to the Eligible Structure designated by SWBT, and for leaving sufficient cable length in order for SWBT to fully extend the AT&T-provided cable through the cable vault to the Collocated Space. <u>Otherwise, AT&T or AT&T's own contractors may elect to extend the AT&T-provided cable through the cable vault to its Collocated Space. SWBT will permit AT&T or AT&T's own contractors to install and remove AT&T's facilities in SWBT owned or controlled central office entrance conduits, ducts, or rights of way. For purposes of this section, AT&T's contractors must receive SWBT approval. SWBT's approval of contractors will be based on the same criteria that SWBT uses in approving contractors for its own purposes, which approval will not be unreasonably withheld.</u></p>	<p>AT&T is taking the right-of-way rules out of context and attempting to apply them here, while overlooking the rules that directly apply to collocation. AT&T's proposed language would allow AT&T to subcontract the extension of cable from the point of entry through the cable vault to the Collocated Space within the Eligible Structure. SWBT has agreed to extend AT&T's cable to its cage on the same day that this cable is brought to the points of entry on the Eligible Structure. With this commitment of "same day service" from SWBT, AT&T does not need to subcontract the cable extension. Therefore, the Commission must strike the new language proposed by AT&T.</p>	SWBT objects to the inclusion of AT&T's proposed language.

Key: **Bold & underline represents language proposed by AT&T and opposed by SWBT.**

Bold represents language proposed by SWBT and opposed by AT&T.

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CONTRACTUAL DISPUTED ISSUES MATRIX
AT&T-SWBT INTERCONNECTION AGREEMENT - ARKANSAS
COLLOCATION ISSUES

Issue:	Attachment and Sections	AT&T Reason why language should be included or excluded	AT&T Language	SWBT Reason why language should be included or excluded	SWBT Language
		<p>office entrance conduits, and through the cable vault to the Collocated Space. Again, SWBT's proposed language would require such work to be accomplished by SWBT. AT&T's proposed language is reasonable. The central office vault is the structure in which all central office conduits terminate. It makes no economic sense to AT&T (or AT&T's end-user customers) for AT&T to extend the cable miles through outside conduits, through the central office manhole, and through the central office conduit, only to require SWBT employees to pull the cable (at AT&T's cost) a relatively short distance through the cable vault to the Collocated Space. SWBT's security concerns regarding AT&T's access to the cable vault could be narrowly addressed by a security requirement governing AT&T's access to the cable vault instead of by denying AT&T access to the cable vault under all circumstances. Moreover, AT&T's proposed language would require SWBT's approval for all contractors that AT&T would use in the central vault, allaying SWBT's security concerns. AT&T's language should therefore be adopted.</p>			
42. What are SWBT's responsibilities when it is extending AT&T-provided cable through the cable vault to the Collocated Space?	Attachment 13: Appendix Collocation, Section 12.4	<p>This language clarifies that the language in this section does not override AT&T's proposed language for Section 12.3. If AT&T's proposed language for Section 12.3 is adopted, AT&T's proposed language for this section should also be adopted.</p>	<p>12.4 At AT&T's option and upon reasonable notice to SWBT, SWBT will fully extend the AT&T-provided cable through the cable vault to the Collocated Space on the same day that AT&T brings the AT&T-provided cable to the points of entry to the Eligible Structure designated by SWBT. While performing this</p>	<p>See SWBT position on Issue 41. SWBT objects to the inclusion of AT&T's proposed language.</p>	<p>SWBT objects to the inclusion of AT&T's proposed language.</p>

Key: **Bold & underline represents language proposed by AT&T and opposed by SWBT.**

Bold represents language proposed by SWBT and opposed by AT&T.

PART C
CONTRACTUAL DISPUTED ISSUES MATRIX
AT&T-SWBT INTERCONNECTION AGREEMENT - ARKANSAS
COLLOCATION ISSUES

Issue:	Attachment and Sections	AT&T Reason why language should be Included or excluded	AT&T Language	SWBT Reason why language should be Included or excluded	SWBT Language
			operation, SWBT will be liable for any damage to the AT&T-provided cable that results from the placing operation. As used in this section, "same day" means same business day, provided that AT&T makes cables available at the points of entry to the Eligible Structure designated by SWBT by noon; otherwise, "same day" means the same time that the cable is made available on the next business day.		
43. What are the parties' responsibilities regarding removal of equipment from the Collocated Space?	Attachment 13: Appendix Collocation, Section 12.5	AT&T acknowledges that this precise issue has not yet been expressly presented to the Commission for resolution. AT&T contends, however, that this implementation issue has been arbitrated by implication. This contention is detailed in the portion of this matrix which discusses Section 2.5 of the Collocation matrix. SWBT's proposed language would require AT&T to indemnify SWBT and hold it harmless for all claims associated with SWBT's removal of AT&T's facilities from the Collocated Space. SWBT's proposed language is unreasonable. AT&T's agreement to pay for SWBT's removal costs on a time and materials basis is sufficient to protect SWBT from AT&T's failure to remove AT&T's facilities from the Collocated Space. SWBT's indemnification language goes too far, requiring AT&T to pay the cost for any negligent acts or omissions or other misconduct of SWBT when SWBT is conducting the removal. Requiring SWBT to assume the risk of its own misconduct would encourage SWBT to act in a	12.5 AT&T is responsible for removing any equipment, property or other items that it brings into the Collocated Space or any other part of the Eligible Structure. If AT&T fails to remove any equipment, property, or other items from the Collocated Space within thirty (30) days after discontinuance of use, SWBT may perform the removal and shall charge AT&T on a time and materials basis applicable to custom work	SWBT and AT&T have agreed upon Paragraph 12.5, except that AT&T refuses to assume liability in the event that it fails to remove its equipment from the Collocated Space. AT&T has not valid reason to refuse the language proposed by SWBT. If AT&T were to fail to remove equipment and SWBT had to remove it, then SWBT would invoice AT&T on the time and materials basis applicable to custom work. SWBT has not assurance that it will be paid, especially on the "back end" of a collocation arrangement. The indemnification provision in this Paragraph provides at least some assurance to SWBT that it will be able to recover the cost of removing collocated equipment if AT&T does not remove it or pay for its removal. Therefore, the Commission must insert the sentence proposed by SWBT.	AT&T is responsible for removing any equipment, property or other items that it brings into the Collocated Space or any other part of the Eligible Structure. If AT&T fails to remove any equipment, property, or other items from the Collocated Space within thirty (30) days after discontinuance of use, SWBT may perform the removal and shall charge AT&T on a time and materials basis applicable to custom work. Further, in addition to the other provisions herein, AT&T shall indemnify and hold SWBT harmless from any and all claims, expenses, fees, or other costs associated with any such removal by SWBT.

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Issue:	Attachment and Sections	AT&T Reason why language should be included or excluded	AT&T Language	SWBT Reason why language should be included or excluded	SWBT Language
		<p>reasonable and prudent manner.</p> <p>SWBT's proposed language is not necessary, as SWBT contends, for "assurance that SWBT will be paid" for the removal of equipment left in the Collocated Space. AT&T has agreed to language that constitutes that assurance; that language provides that "SWBT may perform the removal and shall charge AT&T on a time and materials basis applicable to custom work." SWBT's proposed language goes too far, requiring AT&T to pay the cost for any negligent acts or omissions or other misconduct of SWBT when SWBT is conducting the removal. Such language would not, as SWBT contends, encourage SWBT "to operate efficiently," but would instead encourage carelessness. Indeed, requiring SWBT to assume the risk of its own misconduct would encourage SWBT to act in a reasonable, prudent, and "efficient" manner. SWBT's proposed language should therefore be excluded.</p>			
44. What terms and conditions should govern testing to clear equipment troubles?	Attachment 13: Appendix Collocation, Section 12.9	AT&T acknowledges that this precise issue has not yet been expressly presented to the Commission for resolution. AT&T contends, however, that this implementation issue has been arbitrated by implication. This contention is detailed in the portion of this matrix which discusses Section 2.5 of the Collocation matrix. SWBT's proposed language is unreasonable, because it requires AT&T to test its own equipment and requires AT&T to pay SWBT's testing costs, but does not impose the same requirement	12.9 AT&T is responsible for testing to identify and clear a trouble when the trouble has been isolated to an AT&T-provided facility or piece of equipment. SWBT is responsible for testing to identify and clear a trouble when the trouble has been isolated to a SWBT-facility or piece of equipment. <u>If testing by either SWBT or AT&T identifies that a trouble in one's network, facilities, or equipment is caused by the other's network, facilities, or equipment, the other will bear the expense of the testing, on a time</u>	Each party has agreed to be responsible for identifying and clearing trouble isolated in their own facilities or equipment and to cover their own expenses for such operations.	SWBT objects to the inclusion of AT&T's language.

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Issue:	Attachment and Sections	AT&T Reason why language should be included or excluded	AT&T Language	SWBT Reason why language should be included or excluded	SWBT Language
		upon SWBT. AT&T's proposed language would make these requirements mutual, and would require the party whose equipment caused a trouble to pay the costs of testing related to that trouble. AT&T's proposed language is fair and reasonable and should therefore be included.	and materials basis.		
45. Standards for power equipment	Attachment 13: Appendix Collocation, Section 13.5.3	AT&T acknowledges that this precise issue has not yet been expressly presented to the Commission for resolution. AT&T contends, however, that this implementation issue has been arbitrated by implication. This contention is detailed in the portion of this matrix which discusses Section 2.5 of the Collocation matrix. AT&T's proposed language in this section governs SWBT's provision of power to the Collocated Space, generally requiring SWBT to comply with industry standard and provide power at parity with that provided by SWBT to itself or to other third parties. First, AT&T's language would require SWBT to provide, upon AT&T's request, access to power and environmental alarm data, so that AT&T would immediately be informed should power problems affect AT&T's network. SWBT provides such data to itself, and parity therefore requires SWBT to share such data with AT&T. Second, AT&T's language would require SWBT to comply with Lock Out-Tag Out and other electrical safety procedures that are standard throughout the telecommunications industry. Such procedures are necessary to protect employees of	13.5.3 SWBT power equipment supporting AT&T's equipment will: (1) comply with applicable industry standards (e.g., Bellcore NEBS and IEEE) or manufacturer's equipment power requirement specifications for equipment installation, cabling practices, and physical equipment layout; <u>(2) provide, upon AT&T's request, the capability for real time access to performance monitoring and alarm data that impacts (or potentially may impact) AT&T traffic, including, without limitation, power alarms and alarms for fire, temperature, humidity and other relevant environmental parameters;</u> (3) provide feeder capacity and quantity to support the ultimate equipment layout for AT&T equipment in accordance with AT&T's collocation request; and <u>(4) provide Lock Out-Tag Out and other electrical safety procedures and devices in conformance with the most stringent of OSHA or industry guidelines.</u>	The Act does not require SWBT to make power equipment available that provides performance and alarm monitoring for AT&T's Collocated Space. SWBT is required to provide physical collocation of equipment necessary for interconnection or access to UNEs. Power alarm equipment is not necessary for such interconnection or access. AT&T's request for power monitoring is technically unfeasible. Individual power circuits are not uniquely alarmed. The entire bay of power equipment is monitored as a composite of its individual circuits. The nature of this monitoring is due to the equipment manufacturer's design, and is not controlled by SWBT. Environmental alarms are reported at what might be called a "building level". They recognize an intrusion into the building, but not an "open door" such as the entrance to a collocator's cage. For the foregoing reasons, the Commission must strike AT&T's proposed language.	SWBT objects to the inclusion of AT&T's proposed language.

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Issue:	Attachment and Sections	AT&T Reason why language should be included or excluded	AT&T Language	SWBT Reason why language should be included or excluded	SWBT Language
		both AT&T and SWBT from electrical injuries. AT&T's proposed language should therefore be included.			
46. May AT&T and another LEC jointly occupy the Collocated Space?	Attachment 13, Appendix Collocation, Section 15.1	AT&T acknowledges that this precise issue has not yet been expressly presented to the Commission for resolution. AT&T contends, however, that this implementation issue has been arbitrated by implication. This contention is detailed in the portion of this matrix which discusses Section 2.5 of the Collocation matrix. AT&T's proposed language would permit AT&T to assign or sublease unused portions of the Collocated Space to another interconnector. AT&T's proposed language would also allow AT&T to occupy a Collocated Space in a joint venture with another telecommunications provider. If AT&T determines that it would be economical to offer local telephone services through a joint venture with another telecommunications provider and requires Collocated Space to provide those services, AT&T should be permitted to do so. AT&T should also be allowed to sublease or assign the Collocated Space to a competing provider of local telephone services. Such provisions allow for the efficient use of collocated space and avoid unnecessary duplication of facilities by carriers. AT&T is under an obligation to refrain from "warehousing" Collocated Space. If AT&T is allowed to sublease or assign its Collocated Space, AT&T will better be able to comply with that obligation. SWBT has no legitimate objection to either of the above arrangements, because AT&T's	<u>15.1 AT&T may permit any third party jointly to occupy AT&T's Collocated Space without the prior written consent of SWBT. AT&T may allow another local service provider to use all or part of AT&T's Collocated Space, gratuitously or for consideration; in such instance, AT&T will retain its obligation to pay a monthly charge to SWBT for the Collocated Space. AT&T may assign or otherwise transfer its rights under this Appendix. AT&T may interconnect with other collocators at the same Eligible Structure, in accordance with section 10.6 above.</u>	AT&T's proposed language would permit the joint occupancy, subletting or assignment of its Collocated Space (including the assignment of all rights under this Appendix) without SWBT's prior consent. SWBT must retain the right to control the Eligible Structure and the Collocated Space. SWBT owns or leases the Eligible Structure is ultimately responsible to all collocators. SWBT must have the right to ensure that its equipment (and that of other collocators) cannot be accessed by competitors. It is not commercially reasonable to permit any assignment without the consent of SWBT. Standard language in commercial leases is that the tenant may not assign the lease or sublease the property without the prior written consent of the landlord in its sole judgment. In cases in which it leases the Eligible Structure, SWBT similarly may be bound as to the use that it makes of the leased property. For the foregoing reasons the Commission must strike AT&T's proposed revision to Paragraph 15.1 of this Appendix. The Commission must also insert SWBT's proposed 15.2 of this Appendix <u>without the language proposed to be added by AT&T.</u>	15.2 AT&T shall not assign or otherwise transfer its rights under this Appendix, neither in whole nor in part, or permit the use of any part of the Collocated Space by any other person or entity, without the prior written consent of SWBT. Any purported assignment or transfer made without such consent shall be voidable at the option of SWBT. AT&T shall not permit any third party to jointly occupy the Collocated Space.

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Issue:	Attachment and Sections	AT&T Reason why language should be included or excluded	AT&T Language	SWBT Reason why language should be included or excluded	SWBT Language
		<p>proposed language provides that AT&T "will retain its obligation to pay a monthly charge to SWBT for the Collocated Space." Moreover, so long as AT&T bears the risks associated with a third party's presence in the Collocated Space, SWBT has no legitimate objection to a sublease or assignment.</p> <p>Should, for some reason, the Commission determine that AT&T must obtain SWBT's consent prior to assigning, subleasing, or jointly occupying the Collocated Space, SWBT should be prohibited from unreasonably withholding that consent. AT&T therefore submits that if the Commission were to accept SWBT's proposed language, the Commission should also include the phrase "which consent shall not be unreasonably withheld."</p>			
47. What obligations does SWBT have to AT&T where a casualty loss renders the Collocated Space untenable?	Attachment 13, Appendix Collocation, Section 16.2	AT&T acknowledges that this precise issue has not yet been expressly presented to the Commission for resolution. AT&T contends, however, that this implementation issue has been arbitrated by implication. This contention is detailed in the portion of this matrix which discusses Section 2.5 of the Collocation matrix. In case of a casualty loss that renders the Collocated Space untenable, AT&T's proposed language would require SWBT to repair the space as soon as possible and at SWBT's expense. In contrast, SWBT's proposed language would give SWBT the option to repair (or not repair) the Collocated Space. SWBT's proposed language is	16.2 If the Collocated Space is damaged by fire or other casualty, and the Collocated Space is rendered untenable in whole or in part and such damage or destruction can be repaired, SWBT <u>will</u> repair the Collocated Space at its expense <u>as soon as reasonably possible</u> (as hereafter limited) and the Monthly Charge shall be abated while AT&T is deprived of use of the Collocated Space. <u>Upon AT&T's written request, SWBT will provide to AT&T a comparable suitable collocation arrangement at another mutually agreeable location at SWBT's expense.</u>	SWBT has proposed a mechanism addressing repair of collocation space that is subject to casualty loss in SWBT's proposed language for Paragraph 16.2. SWBT believes that within ninety (90) days is a commercially reasonable time to rebuild if rebuilding is a viable option. If SWBT determines that rebuilding is not a viable option, then SWBT does not agree to AT&T's proposal that SWBT provide AT&T a comparable Collocated Space at no cost. When AT&T makes the determination to operate out of a specific Eligible Structure, it must share the same "risks" and expenses with SWBT. The spreading of risk is the purpose of insurance. The Commission must strike AT&T's proposed language and	16.2 If the Collocated Space is damaged by fire or other casualty, and the Collocated Space is rendered untenable in whole or in part and such damage or destruction can be repaired within ninety (90) days, SWBT has the option to repair the Collocated Space at its expense (as hereafter limited) and the Monthly Charge shall be proportionately abated while AT&T is deprived of use of the Collocated Space. If the Collocated Space cannot be repaired within ninety (90) days, or SWBT opts not to rebuild, then the collocation arrangement will terminate.

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		unreasonable, because it would empower SWBT to use a casualty loss as an excuse for removing AT&T from a Collocated Space and requiring AT&T to collocate in another space at AT&T's expense. Such a move could cause a disruption of service to AT&T's end user customers and require AT&T to redesign or restructure its local network facilities. AT&T's proposed language is more reasonable, especially considering that SWBT's property insurance carrier would likely reimburse SWBT for its economic losses related to the damage to the Collocated Space. AT&T's proposed language is more reasonable than SWBT's language; the AT&T language should therefore be adopted.		Insert SWBT's proposed language.	
48. What is SWBT's repair obligation when SWBT's misconduct causes damage to AT&T's Collocated Space?	Attachment 13, Appendix Collocation, Section 16.3	AT&T acknowledges that this precise issue has not yet been expressly presented to the Commission for resolution. AT&T contends, however, that this implementation issue has been arbitrated by implication. This contention is detailed in the portion of this matrix which discusses Section 2.5 of the Collocation matrix. SWBT's proposed language would extend the limitation on SWBT's repair obligation to apply to damage done as a result of SWBT misconduct. SWBT's proposed language is unreasonable, because it acts as a mini-limitation-of-liability provision that conflicts with the general limitation of liability provisions in the terms and conditions portion of this Appendix. To protect SWBT from liability for its misconduct would	16.3 Any obligation on the part of SWBT to repair the Collocated Space shall be limited to repairing, restoring, and rebuilding the Collocated Space as prepared by SWBT for AT&T. <u>The limitation contained in this section will not apply to any damage resulting from intentional misconduct or a negligent act or omission by SWBT, its employees, or agents.</u>	SWBT has proposed language to clarify the scope of repairs that it must make pursuant to Paragraphs 16.1 and 16.2. SWBT is not under any obligation to repair or replace any alterations or equipment placed by AT&T in the Collocated Space. SWBT is not the insurer for AT&T's equipment nor for alterations to the Collocated Space requested by AT&T. AT&T claims that if the Commission adopts SWBT's proposed language in Paragraph 16.3, then the limitation on repairs should not apply to damage resulting from SWBT's negligence or intentional misconduct. AT&T is confusing the issue of liability with issue of which aspects of the Collocated Space SWBT must repair. Section 19.1 provides that liability is covered by the General Terms and Conditions portion of the Agreement.	16.3 Any obligation on the part of SWBT to repair the Collocated Space shall be limited to repairing, restoring, and rebuilding the Collocated Space as prepared by SWBT for AT&T and shall not include any obligation to repair, restore, rebuild or replace any alterations or improvements made by AT&T or by SWBT on request of AT&T; or any fixture or other equipment installed in the Collocated Space by AT&T or by SWBT on request by AT&T.

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		encourage SWBT misconduct. AT&T's proposed language should therefore be implemented.		Including another liability provision in Paragraph 16.3 only confuses the intent of the paragraph and adds nothing to this Appendix. Therefore, the Commission must strike AT&T's proposed addition to Paragraph 16.3.	
49. When may SWBT repossess a Collocated Space?	Attachment 13, Appendix Collocation, Section 17.1	AT&T acknowledges that this precise issue has not yet been expressly presented to the Commission for resolution. AT&T contends, however, that this Implementation Issue has been arbitrated by implication. This contention is detailed in the portion of this matrix which discusses Section 2.5 of the Collocation matrix. SWBT's proposed language would allow it to repossess a Collocated Space if AT&T breaches any of its obligations under this Appendix with respect to that Collocated Space. That remedy is quite harsh, and AT&T's proposed language is necessary to temper that remedy. First, AT&T's proposed language would require the breach to continue for sixty days before SWBT would be entitled to repossess a Collocated Space; for some equipment-related breaches, AT&T could require up to sixty days to correct them. Second, AT&T's proposed language would require SWBT to notify AT&T within twenty-four hours of the repossession of a Collocated Space. To temper the repossession remedy, AT&T's proposed language should be adopted.	17.1 If AT&T materially breaches any of its obligations under this Appendix with respect to a particular Collocated Space, and the breach shall continue for sixty (60) days after AT&T's receipt of written notice of breach, SWBT may, immediately or at any time thereafter, without notice or demand, enter and repossess that particular Collocated Space, expel AT&T and any person or entity claiming under AT&T, remove AT&T's property, forcibly if necessary, and terminate the collocation arrangement with respect to that particular Collocated Space, without prejudice to any other remedies SWBT might have. <u>SWBT must notify AT&T by facsimile that it has repossessed a Collocated Space within twenty-four (24) hours of its repossession of that Collocated Space.</u> Thereafter, until the breach is cured or otherwise resolved by the parties, SWBT may also refuse additional applications for collocation and/or refuse to complete any pending orders for additional space by AT&T in the Eligible Structure where that Collocated Space is located.	SWBT believes that thirty (30) days is a commercially reasonable period of time in which AT&T has ample opportunity to cure any breach of its obligations under this Appendix. AT&T should not be allowed to occupy Collocated Space longer than thirty (30) days when it is in breach of this Appendix. AT&T should not be permitted to keep space from other willing collocators when it is in breach of this Appendix or when the breach is of such a nature that it threatens network integrity for SWBT or for other collocators. Therefore, the Commission should insert SWBT's proposed thirty (30) day cure and strike AT&T's proposed sixty (60) day cure period.	SWBT objects to the inclusion of AT&T's proposed language.
50. Must SWBT notify AT&T that it has	Attachment 13, Appendix	AT&T acknowledges that this precise issue has not yet been expressly	17.2 If AT&T is declared bankrupt or insolvent or makes an assignment for	SWBT opposes the inclusion of AT&T's language. AT&T has the right	SWBT opposes the inclusion of AT&T's language.

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COLLOCATION ISSUES

Issue	Attachment and Sections	AT&T Reason why language should be included or excluded	AT&T Language	SWBT Reason why language should be included or excluded	SWBT Language
repossessed a Collocated Space?	Collocation, Section 17.2	presented to the Commission for resolution. AT&T contends, however, that this implementation issue has been arbitrated by implication. This contention is detailed in the portion of this matrix which discusses Section 2.5 of the Collocation matrix. AT&T's proposed language would require SWBT to notify AT&T within twenty-four hours of the repossession of a Collocated Space. This requirement is reasonable and imposes no great burden on SWBT. AT&T's proposed language should therefore be implemented.	the benefit of creditors, SWBT may, immediately or at any time thereafter, without notice or demand, enter and repossess any and all Collocated Spaces, expel AT&T and any person or entity claiming under AT&T, remove AT&T's property, forcibly if necessary, and terminate all collocation arrangements with respect to those Collocated Spaces, without prejudice to any other remedies SWBT might have. <u>SWBT must notify AT&T by facsimile that it has repossessed a Collocated Space within twenty-four (24) hours of its repossession of that Collocated Space.</u> SWBT may also refuse additional applications for service and/or refuse to complete any pending orders for additional space or service by AT&T at any time thereafter.	to request collocation in any SWBT Eligible Structure of their choice. However, SWBT is under no requirement to notify any collocater of Collocation Space that has become available due to a repossession. If AT&T desires collocation in an Eligible Structure they can make a formal request, which will be treated on a first-come, first-served basis.	
51. May SWBT reject all of AT&T's collocation requests under certain circumstances?	Attachment 13, Appendix Collocation, Section 17.3	AT&T acknowledges that this precise issue has not yet been expressly presented to the Commission for resolution. AT&T contends, however, that this implementation issue has been arbitrated by implication. This contention is detailed in the portion of this matrix which discusses Section 2.5 of the Collocation matrix. SWBT's language would allow it to reject <i>all</i> of AT&T's collocation requests, if AT&T owes <i>any</i> past due charges under this Appendix. This remedy is extreme, to say the least particularly in view of AT&T's undeniable financial ability to pay. SWBT's other remedies for late payments by AT&T, such as interest charges and, if late payment continues, repossession of	[AT&T opposes the inclusion of this section]	SWBT must have the contractual right to protect itself and, to the extent that safety and security issues are involved, other collocators when AT&T breaches its agreement. If SWBT lacks the means to defend itself when AT&T does not pay, and if SWBT must lease additional space to AT&T even when it is in material breach of the Agreement, then SWBT's operating efficiency will be undermined, not maintained. Therefore, the Commission must insert the language proposed by SWBT.	17.3 SWBT may refuse requests for additional space in Eligible Structures if AT&T is in material breach of this Appendix, including AT&T's owing any past due charges hereunder. In any and each such event, AT&T hereby releases and shall hold SWBT harmless under section _____ from any duty to negotiate with AT&T or any of its affiliates for any additional space or physical collocation.

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		the Collocated Space, will be sufficient to protect SWBT's interests, without need for this further remedy. Because SWBT's proposed language is unreasonable, it should be excluded.			
52. Which limitation of liability provisions should apply to this Appendix concerning omissions by "Others"?	Attachment 13, Appendix Collocation, Sections 19.1 and 19.2	AT&T acknowledges that this precise issue has not yet been expressly presented to the Commission for resolution. AT&T contends, however, that this implementation issue has been arbitrated by implication. This contention is detailed in the portion of this matrix which discusses Section 2.5 of the Collocation matrix. Under SWBT's proposed language, SWBT would "have absolutely no liability with respect to any act or omission by any Other." Among other things, this provision would excuse SWBT from liability if SWBT's negligent or grossly negligent provision of security services allowed an "Other" to damage AT&T or if SWBT's negligent retention or supervision of a contract caused damage to AT&T. AT&T believes that it is unreasonable to excuse SWBT from liability under those circumstances. Moreover, the limitation of liability sections in the terms and conditions portion of the Interconnection Agreement should provide sufficient protection to SWBT without the need for this additional language. Accordingly, SWBT's language should be excluded.	19.1 Limitation of liability provisions covering the matters addressed in this Appendix are contained in the General Terms and Conditions portion of this Agreement. 19.2 AT&T acknowledges and understands that SWBT may provide space in or access to its Eligible Structures to other persons or entities ("Others"), which may include competitors of AT&T; that such space may be close to the Collocated Space, possibly including space adjacent to the Collocated Space and/or with access to the outside of the Collocated Space; and that the cage around the Collocated Space is a permeable boundary that will not prevent the Others from observing or even damaging AT&T's equipment and facilities.	SWBT wants to include in Paragraphs 19.1 and 19.2 an express disclaimer of liability for acts of Others. SWBT wants to include the disclaimer of liability in this Appendix and not to simply cross-reference to the liability provisions of the General Terms and Conditions of the Agreement, since that part of the Agreement does not acknowledge issues such as lease of space for collocation. SWBT's position simply places the risk that arises solely out of its statutory obligation to provide collocation where it belongs-on the collocators. SWBT either must be absolved of potential liability or be permitted to take this risk into account in costing and pricing collocation. Therefore, the Commission must insert the language proposed by SWBT in Paragraphs 19.1 and 19.2 of this Appendix.	19.1 Except with respect to section 19.2 below, limitation of liability provisions covering the matters addressed in this Appendix are contained in the General Terms and Conditions portion of this Agreement. 19.2 AT&T acknowledges and understands that SWBT may provide space in or access to its Eligible Structures to other persons or entities ("Others"), which may include competitors of AT&T; that such space may be close to the Collocated Space, possibly including space adjacent to the Collocated Space and/or with the access to the outside of the Collocated Space; and that the cage around the Collocated Space is a permeable boundary that will not prevent the Others from observing or even damaging AT&T's equipment and facilities. In addition to any other applicable limitation, SWBT shall have absolutely no liability with respect to any action or omission by any Other, regardless of the degree of culpability of any such Other or SWBT, and regardless of whether any claimed SWBT liability arises in tort or in contract. AT&T shall save and hold SWBT harmless from any and all costs, expenses, and claims associated with any such

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Issue:	Attachment and Sections	AT&T Reason why language should be included or excluded	AT&T Language	SWBT Reason why language should be included or excluded	SWBT Language
					acts or omission by any Other acting for, through, or as a result of AT&T.
53. Which dispute resolution provisions should apply to this Appendix?	Attachment 13, Appendix Collocation Section 21.1	AT&T acknowledges that this precise issue has not yet been expressly presented to the Commission for resolution. AT&T contends, however, that this implementation issue has been arbitrated by implication. This contention is detailed in the portion of this matrix which discusses Section 2.5 of the Collocation matrix. AT&T's proposed language exempts certain disputes from the dispute resolution provisions in the terms and conditions portion of the Interconnection Agreement, specifically those disputes arising out of Individual Case Basis pricing of services under this Appendix and disputes over amendments to SWBT's technical publications. AT&T's proposed language would allow for those specific disputes to be resolved more quickly than they otherwise would be under the standard dispute resolution provisions. AT&T's proposed language is reasonable and it should therefore be adopted.	21.1 All disputes arising under this Appendix will be resolved in accord with the dispute resolution procedures set forth in the General Terms and Conditions portion of this Agreement, <u>with the exception that disputes relating to SWBT's price quotation or Completion Interval may be brought to the Commission for resolution, as set forth in this Appendix, and that disputes relating to the content of SWBT's technical publications will be resolved in accord with sections 11.2 and 11.3 above.</u>	The parties previously had agreed that disputes will be decided as set forth in the General Terms and Conditions of the Agreement. AT&T now wants disputes relating to SWBT's price quotation and completion intervals to go before the Commission. In numerous places in this Issues document, SWBT has cited examples of how AT&T seeks to use dispute resolution as delay tactic to impact the local exchange market by creating a bottleneck around issues that impact other collocators. For that same reason, the Commission must reject AT&T's proposed revision to Paragraph 21.1.	SWBT objects to the inclusion of AT&T's proposed language.
54a. What insurance requirements should AT&T be required to meet concerning the following items: a. waiver	Attachment 13, Appendix Collocation, Section 22.3	AT&T acknowledges that this precise issue has not yet been expressly presented to the Commission for resolution. AT&T contends, however, that this implementation issue has been arbitrated by implication. This contention is detailed in the portion of this matrix which discusses Section 2.5 of the Collocation matrix. SWBT's proposed language would require AT&T to waive "any" rights of	22.3 AT&T shall maintain, if use of an automobile is required or if AT&T is provided or otherwise allowed parking space by SWBT in connection with this Appendix, automobile liability insurance with minimum limits of \$1 million each accident for Bodily Injury, Death and Property Damage combine. Coverage shall extend to all owned, hired and non-owned automobiles. AT&T hereby waives its rights of	SWBT's position simply places the risk that arises out of its statutory obligation to provide collocation where it belongs-on the collocator. This concern over vehicular liability would not be an issue "but for " SWBT's obligation to provide collocation. Therefore, collocators are the direct cause of additional risk to SWBT related to occurrences on its premises. SWBT either must be absolved of potential liability or be permitted to	AT&T hereby waives any rights of recovery against SWBT for damage to AT&T's vehicles while on the grounds of the Eligible Structure and AT&T will hold SWBT harmless and indemnify it with respect to any such damage or damage to vehicles of AT&T's employees, contractors, invitees, licensees or agents.

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		recovery. This language is unreasonable because AT&T is legally capable of waiving "its" own rights of recovery and may not waive the rights of any others. AT&T should also not be required to indemnify SWBT for damage to vehicles of AT&T's employees; if an AT&T employee has a claim against SWBT, it is reasonable for SWBT and not AT&T to pay such a claim. SWBT's language should therefore be excluded.	recovery against SWBT for damage to AT&T's vehicles while on the grounds of the Eligible Structure and AT&T will hold SWBT harmless with respect to any such damage or damage to vehicles of AT&T's employees.	take this risk into account in costing and pricing collocation. The simplest and least contentious resolution of this issue is to place the risk on AT&T, rather than to create another collocation pricing issue. Therefore, the Commission must insert the language proposed by SWBT in Paragraph 22.3.	
54b. all risk insurance policy	Attachment 13, Appendix Collocation, Section 22.7	AT&T acknowledges that this precise issue has not yet been expressly presented to the Commission for resolution. AT&T contends, however, that this implementation issue has been arbitrated by implication. This contention is detailed in the portion of this matrix which discusses Section 2.5 of the Collocation matrix. SWBT's proposed language would require AT&T to waive "any and all" right of recovery. This language is unreasonable, because AT&T is legally capable only of waiving "its" own right of recovery. AT&T's proposed language should instead be implemented.	22.7 AT&T shall maintain all Risk Property coverage on a full replacement cost basis insuring all of AT&T's personal property situated on or within the Eligible Structure or the Collocated Space. AT&T releases SWBT from and waives its right of recovery, claim, action or cause of action against SWBT, its agents, directors, officers, employees, independent contractors, and other representatives for any loss or damage that may occur to equipment or any other personal property belonging to AT&T or located on or in the space at the instance of AT&T by reason of fire or water or the elements or any other risks would customarily be included in a standard all risk property insurance policy covering such property, regardless of cause or origin, including negligence of SWBT, its agents, directors, officers, employees, independent contractors, and other representatives. Property insurance on AT&T's fixtures and other personal property shall contain a waiver of subrogation against SWBT, and any rights of AT&T against	SWBT wants to add language to Paragraph 22.7 clarifying that AT&T waives any rights of recovery with respect to liability for damage to its equipment and personal property located on or in the Collocated Space. For the reasons discussed in 52 and 54a above, the Commission must insert the language proposed by SWBT in Paragraph 22.7 of this Appendix.	AT&T releases SWBT from and waives any and all right of recovery, claim, action or cause of action against SWBT, its agents, directors, officers, employees, independent contractors, and other representatives for any loss or damage that may occur to equipment or any other personal property belonging to AT&T or located on or in the space at the instance of AT&T by reason of fire or water or the elements or any other risks that would customarily be included in a standard all risk property insurance policy covering such property, regardless of cause or origin, including negligence of SWBT, its agents, directors, officers, employees, independent contractors, and other representatives.

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PART C
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Issue:	Attachment and Sections	AT&T Reason why language should be included or excluded	AT&T Language	SWBT Reason why language should be included or excluded	SWBT Language
			SWBT for damage to AT&T's fixtures or personal property are hereby waived.		
54c. business interruption insurance	Attachment 13, Appendix Collocation, Section 22.8	AT&T acknowledges that this precise issue has not yet been expressly presented to the Commission for resolution. AT&T contends, however, that this Implementation issue has been arbitrated by implication. This contention is detailed in the portion of this matrix which discusses Section 2.5 of the Collocation matrix. SWBT's proposed language recites that AT&T may elect to purchase business interruption insurance. To the extent that this proposed language imposes no obligation on AT&T to purchase such insurance, this language is unnecessary and should therefore be excluded. The remainder of SWBT's proposed language recites that AT&T "knows" that SWBT has no liability for loss of profit or revenues. AT&T, however, is unwilling to concede that SWBT has no liability for loss of profit or revenues should AT&T's service be interrupted, especially where AT&T's service interruption is caused by SWBT's misconduct. SWBT's proposed language is therefore unreasonable and should be excluded.	[AT&T opposed the inclusion of this section]	SWBT wants to add Paragraph 22.8 to the Appendix acknowledging that AT&T may purchase business interruption insurance and contingent business interruption insurance for lost profits and revenues and that SWBT has no liability for such damages. Therefore, the Commission must insert SWBT's proposed Paragraph 22.8 into this Appendix.	22.8 AT&T may also elect to purchase business interruption and contingent business interruption insurance, knowing that SWBT has no liability for loss of profit or revenues should an interruption of service occur.
54d. access to surveys, recommendations of SWBT's insurer	Attachment 13, Appendix Collocation, Section 22.12	AT&T acknowledges that this precise issue has not yet been expressly presented to the Commission for resolution. AT&T contends, however, that this implementation issue has been arbitrated by implication. This contention is detailed in the portion of this matrix which discusses Section 2.5 of the	22.12 AT&T must also conform to the recommendation(s) made by SWBT's Property Insurance Company which AT&T has already agreed to or to such recommendations as it shall hereafter agree to. <u>With respect to recommendations for which SWBT seeks AT&T's agreement, SWBT</u>	AT&T cannot escape its duty to conform to recommendations made by SWBT's property insurance manager just because SWBT may not provide AT&T with copies of all applicable surveys, recommendations and compliance requirements. The General Terms and Conditions section of this Agreement provide for	SWBT objects to the inclusion of AT&T's proposed language.

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